



STADIUM AUTHORITY

LEGAL AD DATE: August 7, 2009

INVITATION FOR BIDS
No. IFB-10-01-SA-EMM
SEALED OFFERS
FOR
MAINTENANCE SERVICE OF AIR-CONDITIONING UNITS
AT THE ALOHA STADIUM
FOR
STADIUM AUTHORITY
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
WILL BE RECEIVED UP TO AND OPENED AT 2:00 P.M. (HST) ON

SEPTEMBER 4, 2009

IN THE STADIUM AUTHORITY ADMINISTRATIVE OFFICE, 99-500 SALT LAKE BOULEVARD, AIEA, HAWAII 96701. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO SHELLY SHOJI, TELEPHONE 808-483-2764, FACSIMILE 808-483-2823 OR E-MAIL AT shelly.m.shoji@hawaii.gov.

A mandatory pre-bid walk through is scheduled for 9:00 a.m., HST, August 17, 2009 to be held in the Conference Room at Aloha Stadium, 99-500 Salt Lake Boulevard, Aiea, Hawaii.

SCOTT L. CHAN
Procurement Officer

IFB-10-01-SA-EMM

Name of Company

FURNISHING
MAINTENANCE SERVICE OF AIR-CONDITIONING UNITS
AT THE ALOHA STADIUM
FOR
STADIUM AUTHORITY
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
IFB-10-01-SA-EMM

Office of the Stadium Manager
Stadium Authority
P.O. Box 30666
Honolulu, Hawaii 96820-0666

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the General Specifications and Special Provisions of IFB-10-01-SA-EMM, and the General Conditions, Form AG-008 (4/15/09) included by reference and made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

It is understood and agreed that the State reserves the right to accept or reject any or all offers, and to waive any defect in any offer when, in the opinion of the State, such rejection is in the best interest of the State.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ **Corporation ☐ Joint Venture
☐ Other _____

*State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____

Payment address (other than street address below): _____
City, State, Zip Code: _____

Business address (street address): _____
City, State, Zip Code: _____

Respectfully submitted:

Date: _____ (x) _____
Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____ Name and Title (Please Type or Print)

E-mail Address: _____

**

Exact Legal Name of Company (Offeror)

**If offeror is a "dba" or a division of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

The following bid is hereby submitted for Maintenance Service of Air-Conditioning Units at the Aloha Stadium as specified herein:

<u>Group A</u>	<u>Bid Price Per Month*</u>	<u>No. of Months</u>	<u>Total Bid Price</u>
Original Contract Period	\$ _____ X	12 =	\$ _____
1 st Supplemental Year**	\$ _____ X	12 =	\$ _____
2 nd Supplemental Year**	\$ _____ X	12 =	\$ _____
3 rd Supplemental Year**	\$ _____ X	12 =	\$ _____

TOTAL BID PRICE – GROUP A (4-YEAR PERIOD):

<u>Group B</u>	<u>Standard Hourly Rate</u>	<u>Estimated Hours Per Yr.</u>	<u>Estimated Total Bid Price</u>
Estimate Extra Work*** Service Hours/Yr.			
Original Contract Period**	\$ _____ X	200 =	\$ _____
Estimate Extra Work*** Service Hours/Yr.			
1 st Supplemental Year**	\$ _____ X	200 =	\$ _____
Estimate Extra Work*** Service Hours/Yr.			
2 nd Supplemental Year**	\$ _____ X	200 =	\$ _____
Estimate Extra Work*** Service Hours/Yr.			
3 rd Supplemental Year**	\$ _____ X	200 =	\$ _____

ESTIMATED TOTAL BID PRICE-GROUP B (4-YEAR PERIOD): = \$ _____

ESTIMATED TOTAL SUM BID PRICE
(GROUP A + GROUP B) \$ _____

* Bid Price Per Month shall include all costs, monthly, semi-monthly and annual maintenance charges per SPECIAL PROVISIONS page SP-5, Bid Quotation.

** The rates listed shall be used and applied to the appropriate contract period, if and when applicable.

*** Applicable labor rate that will be charged for extra work not covered under the scope of this solicitation per SPECIAL PROVISIONS page SP-5, Bid Quotation. This rate shall be the

standard labor rate charged during the hours of 7:45 a.m. to 4:30 p.m. and is not an overtime rate.

OFFEROR _____
(Company Name)

QUALIFICATION FORM

The bidder and his personnel shall meet the Experience and Personnel Qualifications as indicated in SPECIAL PROVISIONS page SP-2, OFFEROR QUALIFICATIONS. Please complete this form as fully and explicitly as possible to facilitate our evaluation of your firm. Use additional sheets and substantiating documents when necessary.

Exact Legal Name of Air Conditioning Maintenance Contractor: _____

Business Location: _____

Street Address

City

State

Zip Code

Telephone Number: _____

Fax Number: _____

E-mail address (if applicable): _____

Contractor's License Number: _____

(C-52 License No.)

Contact Person Name: _____

Standby Contact Personnel for Emergency Service: _____

Phone Number for Emergency Service: _____

1. Contractor's number of years of experience (immediately prior to bid opening date) in the field of air-conditioning maintenance service of air-conditioning systems: _____. Are services to be rendered by company employees similar or equal to public officers and employees listed in the attached employee classification descriptions? Yes ___ No ___

If yes, list positions: _____

- II. List at least two (2) journeyman refrigeration mechanics that will be assigned to this contract to perform maintenance services of air conditioning systems. Each journeyman refrigeration mechanic shall have a minimum of five (5) years (immediately prior to the bid opening) experience in the field of air conditioning equipment maintenance service on similar types of equipment as indicated in the specifications.

OFFEROR _____
(Company Name)

1. Journeyman Refrigeration Mechanic's Name: _____
- a. Number of years of experience: _____
Minimum of five (5) years
- b. Number of years with present company: _____
- c. Submit on a separate sheet with appropriate offer Form pages, the title of and date course of studies completed along with a copy of certification and documentation substantiating journeyman refrigeration mechanic certification in the Plumbers-Fitters Local 675.
- d. List five (5) accounts where this individual is maintaining, repairing and servicing the air-conditioning system (Dates, Buildings/Locations, Points of Contact, Telephone Number for each account):

<u>Dates</u>	<u>Building/Location</u>	<u>Contact Person</u>	<u>Phone</u>
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. Journeyman Refrigeration Mechanic's Name: _____
- a. Number of years of experience: _____
Minimum of five (5) years
- b. Number of years with present company: _____
- c. Submit on a separate sheet with appropriate offer Form pages, the title of and date course of studies completed along with a copy of certification and documentation substantiating journeyman refrigeration mechanic certification in the Plumbers-Fitters Local 675.
- d. List five (5) accounts where this individual is maintaining, repairing and servicing the air-conditioning system (Dates, Buildings/Locations, Points of Contact, Telephone Number for each account):

<u>Dates</u>	<u>Building/Location</u>	<u>Contact Person</u>	<u>Phone</u>
--------------	--------------------------	-----------------------	--------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

OFFEROR _____
(Company Name)

Subcontractor Information:

If subcontracting any of this work, the offeror shall provide name(s) of subcontractor(s), a description of the work to be subcontracted, and the subcontractor's years of experience in performing the work to be subcontracted. (Submit information listed below for each subcontractor and attach additional sheets if necessary with "IFB-10-01-SA-EMM" on the bottom, right-hand corner of each sheet):

1. Exact Legal Name of Air-Conditioning Subcontractor: _____

Work being performed: _____

Years of Experience: _____

Minimum of five (5) years

Business Location: _____

Street Address

City

State

Zip Code

Contact Person: _____

Telephone No.: _____ Fax Number: _____

E-mail address: _____

Air-Conditioning Contractor's License Number: _____

(C-52 License No.)

2. Exact Legal Name of Air-Conditioning Subcontractor: _____

Work being performed: _____

Years of Experience: _____

Minimum of five (5) years

Business Location: _____

Street Address

City

State

Zip Code

Contact Person: _____

Telephone No.: _____ Fax Number: _____

E-mail address: _____

Air Conditioning Contractor's License Number: _____

(C-52 License No.)

OFFEROR _____

(Company Name)

1. Are services to be rendered by company employees similar or equal to public officers and employees listed in the attached employee classification description?
Yes _____ No _____

If yes, percentage of unit bid price per case for labor costs: ____ %

2. Number of consecutive years of experience _____
3. Address of warehouse: _____
Telephone number: _____
Contact Person: _____
4. Contractor's P.U.C./DCCA Certificate No. _____
5. Insurance coverage is carried by:

- a. Commercial General Liability: _____
Hawaii No-Fault Automobile Insurance: _____
Fire, Theft, Vandalism and/or any other physical damage for a value of
\$ _____ coverage for the State's property:

Insurance Co.: _____

Address: _____

General Agent's Name: _____

Telephone No.: _____

- | | <u>Carrier</u> | <u>Policy No.</u> | <u>Agent/Phone</u> |
|---|----------------|-------------------|--------------------|
| b. Worker's Compensation | _____ | | |
| c. Temporary Disability | _____ | | |
| d. Prepaid Health Care | _____ | | |
| | Hawaii | | |
| e. Unemployment Insurance: State of Hawaii I.D. No. | _____ | | |

6. Bidder shall list below business firms other than government agencies in the State of Hawaii for whom bidder has performed services or is currently providing services comparable to the service specified herein:

- | | <u>Firm/Agency</u> | <u>Contact Person</u> | <u>Telephone</u> |
|----|--------------------|-----------------------|------------------|
| a. | _____ | | |
| b. | _____ | | |
| c. | _____ | | |

OFFEROR _____
(Company Name)

**WAGE CERTIFICATE
FOR SERVICE CONTRACTS**
(See Special Provisions)

Subject: IFB No.: IFB-10-01-SA-EMM

Title of IFB: MAINTENANCE SERVICE OF AIR-CONDITIONING UNITS AT THE ALOHA STADIUM FOR STADIUM AUTHORITY THE DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES

Pursuant to §103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by §103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by §103-55, HRS.

Offeror _____
Signature _____
Title _____
Date _____

WAGE CERTIFICATE

CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT
(Reference §3-122-112, HAR)

Reference: _____ IFB-10-01-SA-EMM
(Contract Number) (IFB/RFP Number)

_____ affirms it is in
(Company Name)

compliance with all laws, as applicable, governing doing business in the State of Hawaii to include the following:

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Workers' Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

maintains a "Certificate of Good Standing" from the Department of Commerce and Consumer Affairs, Business Registration Division.

Moreover, _____
(Company Name)

acknowledges that making a false statement shall cause its suspension and may cause its debarment from future awards of contracts.

Signature: _____

Print Name: _____

Title: _____

Date: _____

**SPECIFICATIONS FOR
MAINTENANCE SERVICE OF AIR-CONDITIONING UNITS
AT ALOHA STADIUM**

I. SCOPE OF WORK

The Contractor shall furnish all maintenance service of labor, material, parts, tools, equipment, transportation, and supervision necessary for the maintenance, inspections and repairs to air-conditioning and ventilating systems located at the Aloha Stadium as listed herein, Special Provisions, Attachments A, B and C. Allowance is provided for additional compensation as applicable under paragraphs IV, V, and in accordance with this Specification of IFB-10-01-SA-EMM. The State's General Condition, Form AG-008 (4/15/09) and applicable contract form, although not physically attached, are included by reference and made a part hereof. Copies of these documents can be obtained by making a request to the Contract Administrator (CA).

II. DESCRIPTION OF WORK

The Contractor shall perform complete maintenance service, inspections, and emergency calls for all equipment included under this contract. The service shall consist of thorough maintenance work in accordance with the best commercial practice governing the maintenance of air-conditioning systems. Such service shall include regular monthly maintenance tasks and inspections for each unit in Attachment A. The maintenance tasks and inspection shall consist of, but not limited to furnishing of all labor, equipment, parts, and materials, and tools necessary to perform a thorough servicing of all integral parts, oiling, adjusting, protective painting, and replacing of minor parts where needed to keep the units in continuous operating condition. All services performed will be subject to inspection by the CA.

III. EMERGENCY SERVICE AND REPAIR

Emergency service required between regular maintenance calls shall be rendered within four (4) hours after the Contractor is notified. If the Contractor fails to respond within the four (4) hours, the State may call another Contractor and the cost shall be deducted from the Contractor's invoice.

The Contractor shall furnish a list of standby personnel for air-conditioning repair after 4:30 p.m. on weekdays and on Saturdays, Sundays, and holidays. In the event the State requests the Contractor to perform repairs during off-hours, the State shall compensate the Contractor only for one-half times normal labor rate for the appropriate contract period as quoted on Offer Form page OF-2, Group B.

IV. REPAIRS

The Contractor shall perform normal repairs to the air-conditioning systems to maintain the systems in continuous efficient and safe operating condition. The Contractor shall correct defects and perform all work necessary to repair the air-conditioning systems at no additional cost to the State, except individual repairs where the cost of replacement parts and materials is \$250.00 or more. The contract shall not include any repairs where the cost of parts and materials for repairs is \$250.00 or more. When these excluded repairs

are necessary, the Contractor shall promptly notify the CA within 24 hours of the notification of the trouble call with an estimated cost and shall receive advance approval from CA prior to performing any such work.

A written quotation shall follow within 48 hours and shall contain the following minimum information:

- a. Description and breakdown of material, parts and labor costs.
- b. Extra costs such as air freight.
- c. Completion date.

The Contractor shall notify the CA within 24 hours of any changes to the above information.

Unless the Contractor is given a separate purchase order authorizing the Contractor to proceed to make repairs, the State shall not be held responsible for payment of any such work performed by the Contractor. The Contract Administrator has the option to have repairs done elsewhere, if it is in the best interest of the State. The determination of all material cost shall be the total cost of all material and parts for each separate job. For example:

- a. If a repair with a material cost of \$200.00 is being done on the condenser together with a repair on the air handler with a material cost of \$70.00, each will be considered independently and both repairs will be done with no additional cost to the State.

Cost of parts and/or material is less than \$250.00 (labor excluded):

Material

Labor

No charge – Part of contract. No charge – Part of contract.

- b. If a part that requires replacement costs \$250.00 and additional material costing \$60.00 is necessary to replace the defective part, the material and parts cost of the repair would be \$310.00 (\$60.00 in excess of the \$250.00 threshold), then this repair will not be part of this contract and another purchase order must be issued.

Cost of parts and/or material is \$250.00 or more (labor excluded):

Material

Labor

*Cost of Material
In excess of \$250.00

Applicable hourly rate from Offer Form
page OF-2.

*The Contractor shall submit, together with his billing a purchase invoice of the parts and materials used. Only approved and compliant Freon shall be considered as a part of the contract and is not to be included as part of the \$250.00 criteria.

V. ALLOWABLE COST FOR PARTS

If replacements of parts are required on any repairs or trouble call, the Contractor shall compute the cost of new parts to include shipping charges, plus 20% on the cost of material in excess of \$250.00, for overhead, profit, taxes and other incidental expenses. The 20% overhead, profit, taxes and other incidental expenses shall not be included as part of the \$250.00 criteria for individual repair work mentioned in Section IV. The Contractor shall substantiate his charges by submitting original billing as requested by the State. Only new, standard parts manufactured by the maker of each unit or parts of equal quality shall be used.

The Contractor shall present his trouble call tickets to authorized State representative for certification at the end of each job or each day, whichever is earlier. The trouble call ticket shall include all chargeable time, material and equipment used. The Contractor shall submit a copy of all of the certified trouble call tickets to the CA at least once a month.

VI. PARTS AND MATERIALS

The Contractor shall restore to serviceability all parts that are found to cost less to restore than to replace with a new part. Where parts are worn out and cannot be restored, the Contractor shall replace these parts with new parts. Only new, standard parts manufactured by the maker of each unit or parts of equal quality shall be used.

The Contractor shall maintain a supply of parts and materials that is required for normal repairs of the air-conditioning units. The Contractor shall notify the CA whenever parts are not locally available to accomplish the repairs. The CA reserves the right to request the parts shipped by airfreight at the expense of the State.

VII. SPECIAL REPORTS

Prior to commencement with the work on the contract, the Contractor shall submit to the CA, his monthly inspection schedule for the period of the contract.

The Contractor shall also maintain a separate book, record, documents and other evidence pertaining to the maintenance, repair and costs for each air-conditioning system at the Engineering and Maintenance Management Branch Office of the Aloha Stadium to the extent and in such detail as will properly and adequately reflect the past maintenance history and cost (labor, materials, parts and equipment).

VIII. MAINTENANCE CHECKLIST

The Contractor shall prepare and maintain a maintenance checklist and post a checklist on each unit as described herein. The checklist will include the date maintenance was performed; the name of mechanic who performed said maintenance and the type of repair work performed on the unit, if any. It will be the Contractor's responsibility to maintain the checklist by recording the above data after each scheduled maintenance and emergency repairs.

IX. CLEANUP

The Contractor shall keep the job site free of debris, litter, discarded parts, etc. and shall clean all oil drippings during the daily progress of work. The Contractor shall remove all tools and equipment from the service areas upon completion of his work.

X. WORK SCHEDULE

Within seven (7) days after the award of this contract, the Contractor shall submit to the CA in writing a proposed schedule on Inspection, Preventative Maintenance, Maintenance Checklist and Maintenance Record System, all in sufficient detail to show its adequacy in carrying out the terms of this contract.

All maintenance tasks described herein shall be performed between the hours of 7:45 a.m. to 4:30 p.m. (Monday through Friday), excluding state holidays or as listed below.

- A. Monthly maintenance tasks shall be performed in the last week of the month, normal working days (Monday through Friday) or as coordinated by the CA. Monthly service reports shall be certified by the CA.
- B. Semi-annual maintenance tasks shall be performed in September and March on normal working days (Monday through Friday) or as coordinated by the CA. Semi-annual service reports shall be certified by the CA.
- C. Annual maintenance tasks shall be performed in the month of September on normal working days (Monday through Friday) or as coordinated by the CA. Annual service reports shall be certified by the CA.

All work performed by the Contractor shall be subject to random periodic inspection by the CA. The State reserves the right to have the Contractor present at such inspections to be scheduled by the State.

SCHEDULE OF MAINTENANCE SERVICES

The following maintenance services shall be performed on all equipment included in these specifications. All maintenance services shall be performed regularly as specified and shall be subject to inspection and approval by the CA. The maintenance services shall include, but are not limited to the following tasks:

A. AIR HANDLING UNITS (AHU)

Monthly

- 1. Clear and clean all drip pan and all related condensate drain lines. Contractor may be liable for water damages due to clogged drains, which are not cleaned regularly as specified. Install pan tablets if necessary to control algae.
- 2. Change all air filters including automatic filters.

3. Lubricate and oil all bearings, and connections of dampers and vane and check controls to insure proper operation.
4. Treat drain pan with algacide.
5. Operate equipment to check for proper operation and correct all discrepancies before certify service report.

Semi-Annually (March and September)

1. Adjust alignment of bearings, sheaves, lubricate fan and motor bearings. Replace worn or noisy bearings.
2. Wash cooling coils and cleans all dirt accumulation, using high-pressure washer, steam cleaner or coil cleaner as necessary.
3. Clean all return air grilles and exterior surfaces of all related Air-Conditioning Equipment. Clean fresh air intake grille and damper.
4. Adjust belt tension with deflection gauge and replace worn belts.

Annually (September)

1. Check pressure drop and temperature differential across coils and log readings.
Clean strainers; check vents and drains on chill water coils.
2. Secure all loose housing, seal leaks and touch-up paint after cleaning all rust.
3. Calibrate pneumatic and/or electric temperature controls.

B. FAN COIL UNITS (FCU)

Monthiy

1. Check for leaks, clean and clear drain line to prevent overflow or condensation. Add pan tables to control algae growth. Contractor may be liable for water damages from clogged drains, which are not cleaned regularly as specified.
2. Change air filters.
3. Lubricate all fan and motor bearings as necessary.
4. Operate equipment to check for discrepancies and correct.

Semi-Annually (March and September)

1. Clean all fan wheels and return air grille.

2. Check and adjust belt tension and replace belt if worn.
3. Clean cooling coils with compressed air or cleaning fluid.
4. Clean fresh air intake grille and damper.

C. TEMPERATURE CONTROLS – Electric

Semi-Annually (March and September)

1. Check and calibrate all control devices, including valves and actuators.
2. Check operation, lubricate and adjust control dampers.
3. Dust clean by compressed air or electrical solvent on all control devices.

D. PACKAGE WATER CHILLER RECIPROCATING COMPRESSOR AIR-COOLED CONDENSER

Monthly

1. Check for oil, water and refrigerant leaks and repair.
2. Test run all components and logs all operating pressures and temperatures.
3. Lubricate fan and motor bearings, check and adjust belts.

Semi-Annually (March and September)

1. Check and test operation of all control switches, safeties, unloaders and record settings on log.
2. Clean strainers and condenser coil.
3. Lubricate all fan, motor and pump bearings as required.

Annually (September)

1. Check and clean or replace all strainers, filters and driers.
2. Test and adjust "make-up" water tank.
3. Drain and refurbish compressor oil in crankcase.
4. Recalibrate all safeties and temperature controls to proper settings.
5. Megger motor and submit report and recommendation to the CA in writing.
6. Clean rust from exterior component and touch-up paint.

E. VENTILATING FANS (EXHAUST AND SUPPLY)

Monthly

1. Inspect and set collars and bearings, check and correct abnormal vibration.
2. Operate all dampers for proper operation. Oil damper linkage and adjust.
3. Lubricate fan and motor bearings.

Semi-Annually (March and September)

1. Check belt wear and replace as required.
2. Check and clean fan wheels and housing.
3. Remove and wash all intake grilles and repair or replace bird screens.

F. PUMPS

Monthly

1. Check packing glands or seals on all water pumps for excessive leakage, adjust, repair or replace as required.
2. Check and report pump bearings for abnormal temperature and undue noise and repair.
3. Lubricate motor and pump bearing as necessary.

Semi-Annually (March and September)

1. Check and clean strainer and log suction and discharge pressures.

G. PACKAGE OR SPLIT DX AIR-CONDITIONING UNITS

Monthly

1. Check and correct for oil and refrigerant leakage, unusual noise and vibration, adjust and correct as required.
2. Check compressor oil level and add oil as required.
3. Check and adjust control settings for proper operation.
4. Adjust belt tension and alignment on condenser and evaporation fans.
5. Observe sight glass indicator and if moisture is present, change dryer.
6. Clean and clear drip pan and condensate drain lines.

7. Change air filters or wash permanent type filters and apply coating.

Semi-Annually (March and September)

1. Clean condenser coil and cooling coil surfaces with compressed air, water-cleaning solution.
2. Lubricate fan and motor bearings as necessary.
3. Check the operation of all safety control by operating controls manually. Adjust as require, submit report to the CA.
4. Clean return air grille and fresh air intake screen.

Annually (September)

1. Clean fans and remove rust from exterior components and touch-up paint.
2. Check and clean all starter and control contacts.
3. Change crankcase oil where applicable or submit oil test results.

H. CONTROL SWITCHES AND TIME CLOCKS

Monthly

1. Clean contacts; replace if necessary.
2. Check lead-in wires to see that all connections are tightly secured.
3. Check and adjust time settings as directed.

Semi-Annually (March and September)

1. Thoroughly clean out all dust and dirt from inside of housing.
2. Check and tighten loose fasteners and adjust spring tensions as required.
3. Check and operate all release mechanisms to see that they are in proper working order.
4. Clean out all dust and dirt from inside of all electrical panels by using dry compressed nitrogen to blow out dust and foreign matters.

I. CLEANING OF MECHANICAL EQUIPMENT ROOMS

Monthly

1. Vacuum or wipe clean all equipment surfaces and all related appurtenance.

2. Vacuum clean or sweep complete floor and platform areas. DO NOT wet floor and platform area where there is no waterproofing.
3. Wet wash complete floor area with soap and tap water where allowed to remove oil and stain. Remove all discarded parts and related debris.

CAUTION: DO NOT splash water onto the electrical and mechanical equipment.

J. WINDOW AIR CONDITIONING UNITS

Semi-Annually (March and September)

1. Clean air filters.
2. Operate equipment to check for discrepancies and correct.

SPECIAL PROVISIONS

TERMS AND ACROYNYS USED HEREIN

Procurement Officer	=	The contracting officer for the Stadium Authority
CA	=	Contracting Administrator
SPO	=	State Procurement Office of the State of Hawaii
Bidder or Offeror	=	Any individual, partnership, firm, corporation, join venture, or other entity submitting directly or through a duly authorized representative or agent a bid for the good, service, or construction contemplated
LRRO	=	Lowest Responsive Responsible Offeror
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
IFB	=	Invitation for Bids
GET	=	General Excise Tax

AUTHORITY

This IFB issued under the provisions of the State Procurement Code (HRS Chapter 103D) and the State Procurement Office's applicable Directives, Circulars and administrative rules. All prospective Offerors are charged with the presumptive knowledge of all applicable legal authorities. Submission of a valid executed offer by any prospective Offeror shall constitute admission of such knowledge on the part of such prospective Offeror.

Any Agreement arising out of this offer is subject to the approval of the State Department of the Attorney General, as to form, and to all further approvals as required by statute, administrative rule, order, or other directive.

PROCUREMENT OFFICER

The Procurement Officer is responsible for administering and overseeing the Contract, including monitoring and assessing contractor performance. The Procurement Officer for the Contract is:

Scott L. Chan
Stadium Manager
99-500 Salt Lake Boulevard, Aiea, Hawaii 96701
P.O. Box 30666, Honolulu, Hawaii 96820-0666

Telephone: 808-483-2750
Facsimile: 808-483-2823

ISSUING OFFICER

The individuals listed below are the **sole** point of contact from the date of release of this IFB until the selection of the Offeror to which a Contract will be awarded:

Primary Contact
Shelly Shoji
Building Manager
99-500 Salt Lake Boulevard, Aiea, Hawaii 96701

P.O. Box 30666, Honolulu, Hawaii 96820-0666

Telephone: 808-483-2764

Facsimile: 808-483-2823

Alternate Contact*

Ming Tan

Stadium Engineer

99-500 Salt Lake Boulevard, Aiea, Hawaii 96701

P.O. Box 30666, Honolulu, Hawaii 96820-0666

Telephone: 808-483-2762

Facsimile: 808-483-2823

*If the Primary Contact is unavailable or absent, contact the Alternate Contact.

CONTRACT ADMINISTRATOR

For the purpose of this contract, the Contract Administrator is the Building Manager, Shelly Shoji, telephone 808-483-2764.

TERM OF CONTRACT

Contractor shall enter into a contract for furnishing maintenance service of air conditioning units at Aloha Stadium for a period of twelve (12) months commencing from the official commencement date on the Notice to Proceed but no earlier than November 1, 2009. Unless terminated, and subject to availability of funds, the contract may be extended by the State for not more than three (3) additional twelve (12) month periods, or parts thereof, without the necessity of re-bidding upon mutual agreement in writing prior to expiration. The appropriate Bid Price Per Month and Standard Hourly Rate entered on the Offer Form page OF-2 shall be applied the appropriate extended period.

If the option to extend is mutually agreed upon, Contractor shall be required to execute a supplement to the contract.

The Contractor or the State may terminate the extended contract at any time upon ninety (90) days prior written notice.

OFFEROR QUALIFICATION

Experience and Qualifications. The Offeror shall have a minimum of five (5) years of experience (immediately prior to the bid opening date), in the field of air-conditioning equipment maintenance service and shall be listed on the appropriate Qualification Form page.

Service Facility. The Offeror shall have a service facility on the island of Oahu from where they conduct business and will be accessible to telephone calls, complaints or emergency service requests. Answering machines do not qualify and are in default of these requirements. Service facility shall include warehousing of spare parts, refrigerant and materials required for the maintenance and repair of equipment listed in this contract; and from where the journeymen and apprentices are dispatched to perform the work specified in this contract. Service facility information shall be furnished on the appropriate Qualification Form page.

License. The Offeror shall possess at the time of bid submittal, a valid State of Hawaii contractor C-52 license and the required business and tax licenses in order to conduct business in the State of Hawaii. Both the contractor's license and tax license must be kept in force during the duration of this contract and for any extensions that may be agreed upon. The Contractor shall list his license number on the appropriate Qualification Form page.

References. The Offeror shall list on Offer Form page OF-7, at least three references in the State of Hawaii other than the State of Hawaii government, for whom he/she has performed maintenance service of air-conditioning equipment on a regular basis, that is similar in nature and volume to services specified herein, and who can attest to the reliability of the Offeror's service and personnel. The State reserves the right to contact the references provided and to reject any bid submitted by an Offeror whose performance on other service contracts similar to this one has been proved unsatisfactory.

Personnel Qualifications. Personnel assigned to perform said services shall be journeyman refrigeration mechanics with a minimum of five (5) years (immediately prior to the bid opening date), maintenance service experience on similar type of equipment as indicated in these specifications. Journeyman refrigeration mechanics shall meet the minimum requirements of journeyman mechanics of the Plumbers-Fitters Local 675 (refer to ATTACHMENT C). Proof of meeting this requirement must be furnished.

All prospective Offerors shall produce documented maintenance experience to substantiate claims of experience as indicated above. Offerors shall submit upon request, a certificate of successful completion of course of study in the field of temperature of pneumatic control system for all mechanics employed in the actual performance of this contract. All mechanics must be regular employees of the Offeror. Inability to perform the work in accordance with these specifications, utilization of unqualified personnel, or excessively high turnover of personnel assigned to this project shall constitute a major breach of contract.

Qualification Form. Offer must submit all Qualification Form pages with their bid submittal. If requested by the State, the Offeror shall have five (5) days to provide additional information/documentation. Failure to do so may result in disqualification of bidder.

RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a bid in response to this IFB, bidder certifies as follows:

1. The costs in this IFB have been arrived at independently, without consultation, communication, or agreement with any other bidder, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in this IFB have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

MANDATORY PRE-BID WALK THROUGH

A mandatory pre-bid walk through will be held at Aloha Stadium at 9:00 a.m. (HST) Monday, August 17, 2009, to be held in the Conference Room of Aloha Stadium, 99-500 Salt Lake Boulevard, Aiea, Hawaii. All bidders intending to bid on this project must attend site walk through. Failure of bidders to attend walk through will automatically be disqualified from bidding on this project.

Offeror is advised that anything discussed at the pre-bid walk through does not change any part of this solicitation. All changes and/or clarifications to this solicitation shall be done in the form of written addenda. Offerors shall inspect the location to thoroughly familiarize themselves with existing conditions, rules and regulations, and the extent and nature of the work to be performed. Submission of an offer shall be evidence that the Offeror understands the scope of the project and shall comply with specifications herein, if awarded the contract. No additional compensation, subsequent to bid opening, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

WRITTEN INQUIRIES

All inquiries regarding any item in this IFB shall be in writing and received by the CA by 11:00 a.m. (HST) Wednesday, August 26, 2009. Only those written inquiries received by the deadline shall be responded to. Addenda, if any, shall be issued to provide offerors with a list of inquiries and responses. The State's responses shall not be construed to make any changes to the IFB unless otherwise revised by an addendum.

BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

Bid Quotation. Bid price shall be all inclusive, and include, but not limited to, all applicable taxes and expenses incurred to provide services specified herein.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii General Excise Tax (GET) at the current rate of 4.5%. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Taxpayer Preference. For evaluation purposes, pursuant to §103D-1008, HRS, the Bidder's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstances shall the dollar amount of the award include the aforementioned adjustment.

Insurance. Bidder shall provide insurance information as requested on the appropriate Offer Form page. Further, bidder shall provide insurance coverage for contents in accordance with the attached Specifications.

References. Bidder shall list as references companies for whom bidder has provided or is currently providing on a regular basis services similar in nature and in volume to services specified herein. The State reserves the right to contact the references to inquire about bidder's past performance.

Wage Certificate

Offeror shall complete and submit the attached wage certificate by which offeror certifies that service required will be performed pursuant to §103-55, HRS.

Offerors are advised that §103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, Contractor will be obliged to provide wages no less than those increased wages.

Contractor shall be further obliged to notify its employees performing work under this contract of the provisions of §103-55, HRS, and of the current wage rate for public employees performing similar work. Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business accessible to all employees, or Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

To assist the bidder in determining whether the work his employees are to perform under this contract is similar to that performed by public employees, attached are class specifications for Air-Conditioning Mechanic II positions. Effective March 1, 2009, the basic hourly wages paid to the State positions are as follows:

<u>Class</u>	<u>Hourly Rate</u>
Mechanic II	\$23.57/hour

See Attachment B for Position Class Specification)

Accordingly, bidder should consider the aforementioned wage rates when preparing his/her quote.

Price Adjustment Due to Wage Increase To State Employees

1. Contract price adjustment shall be considered:
 - a. Only upon request by the Contractor accompanied by proof satisfactory to the State that its employees have been paid comparable wages to State employees; and
 - b. Only if there is a wage increase to public employees performing comparable work; and
 - c. Only for the contract period in which the price adjustment request is submitted (current contract period only).

Example:

Original contract period: March 7, 2003 to March 6, 2004
Extension period: March 7, 2004 to March 6, 2005

The option to extend the original contract is exercised for the period March 7, 2004 to March 6, 2005. On March 1, 2005, the State announces a pay raise retroactive to July 1, 2003 and the Contractor soon thereafter submits a request of modification is issued accompanied by acceptable documentation. A contract modification is issued to reflect a price adjustment for the current period of the contract, March 7, 2004 to March 6, 2005. Note that the price adjustment is not applied retroactively to July 1, 2003 since the condition of this contract allows price adjustment to the current contract period only.

2. Price adjustment based on the actual dollar increase per hour per State employee shall be calculated as follows:
 - a. Bid Price/Hr/Officer (A) = (A) for example = \$15.00/hr
 - b. Current Hourly Wage Rate (B) = (B) for example = \$11.00/hr
 - c. New Hourly Wage Rate paid to State Employees (C) = (C) for example = \$11.50/hr
 - d. Hourly Wage Increase to State employees (D) = (D) for example = \$.50/hr
 - e. Adjusted Bid Price/Hr/Officer (E) = (A) + (D), or
 $15.00 + $.50 = \$15.50/\text{hr}$
3. In addition to the actual dollar amount of wage increase, Contractor may apply for the percentage (%) fringe benefits required by the Statute. However, the resulting fringe benefit percentage shall only be applicable to the actual dollar amount of increase and

the State shall only consider those benefits that are required by contract and are directly affected by the wage increase.

If request includes adjustment for wage related fringe benefits, Contractor must provide support documentation and an itemized percentage breakdown of the fringe benefits being paid.

The State has determined that the applicable fringe benefits for wage related price adjustment shall be limited to: 1) Federal Old Age Benefits, 2) Worker Compensation, 3) Temporary Disability Insurance, and 4) Unemployment Insurance. Based on past experience, it has been determined that the percentage increase be set at 16%. If Contractor is able to document that its percent for fringe is higher than 16%, the State will review and consider Contractor's claim.

The following method of calculation shall be applied for the fringe benefits:

- a. 16% for Allowable Fringe Benefits
 - b. $\$ \text{ Adjusted for Allowable Fringe Benefits (F) } = (D) \times (.16) = F \text{ or } \$.50 \times .16 = \$.08$
 - c. $\text{Adjusted Bid Price/Hr/Officer} + \text{Fringe Benefits} = (E) + (F), \text{ or } \$15.50 + \$.08 = \15.58
4. After the contract modification for the increase is issued by the State, but before payment of an increase is made on the portion of the current contract period already performed, the Contractor shall show proof that its employees were given the retroactive wage increase.

Confidential Information. Offerors shall designate those portions of their offer that contain trade secrets or other proprietary data that are to remain confidential subject to §3-122-21(a)(7) and §3-122-30(c) and (d), HAR. Material designated as confidential shall be readily separable from the offer in order to facilitate public inspection of the non-confidential portion of the offer. Prices, makes and models, or catalogue number of items offered, deliveries and terms of payment, shall be publicly available at the time of opening regardless of any designation to the contrary.

DOWNLOADED SOLICATION

Offeror is advised that if interested in responding to this solicitation, Offeror may chose to submit its offer on a downloaded document **provided** Offeror registers its company by fax or e-mail for this specific solicitation. If Offeror does not register its company, Offeror will not receive addenda, if any, and its offer may be rejected and not considered for award.

SUBMISSION OF OFFER

Offers shall be received at the Stadium Authority, Office of the Stadium Manager, 99-500 Salt Lake Boulevard, Aiea, Hawaii 96701 no later than the date and time stated on the cover page of the IFB. Timely receipt of offers shall be evidenced by the date and time registered by the

Stadium Authority time stamp clock. Offers received after the deadline shall be returned unopened.

If the Offeror chooses to deliver its offer by United States Postal Service (USPS), please be aware that the USPS does not deliver directly to the Aloha Stadium street address. **USPS must be addressed to P.O. Box 30666, Honolulu, Hawaii 96820-0666.** This may cause a delay in receipt by Stadium Authority and the offer may reach the Stadium Authority after the deadline, resulting in automatic rejection.

AWARD OF CONTRACT

Method of Award. Award, if made, shall be to the Lowest, Responsive, Responsible Offeror (LRRO) submitting the lowest offer.

Responsibility of Lowest Responsive Responsible Bidder. Reference §103D-310(c), HRS. If compliance documents have not been submitted to the Stadium Authority prior to award, the lowest responsive and responsible offeror shall produce documents to the CA to demonstrate compliance with this section.

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Pursuant to §103-D-328, HRS, LRRO shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the Stadium Authority.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): http://www.hawaii.gov/tax/a1_1alpha.htm

DOTAX Forms by Fax/Mail: 808-587-7572
1-800-222-7572

Completed tax clearance applications may be mailed, faxed or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX:	808-587-1488
IRS:	808-539-1573

The application for the clearance is the responsibility of the Offeror and must be submitted directly to the DOTAX or IRS and not to the Stadium Authority. However, the tax clearance certificate shall be submitted to the Stadium Authority.

HRS Chapters 383 (Unemployment Insurance, 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive Offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the Stadium Authority. A photocopy of the certificate is acceptable to the Stadium Authority.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at <http://hawaii.gov/labor/labor/all-forms/?searchterm=LIR#27> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the Stadium Authority.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR and not to the Stadium Authority. However, the certificate shall be submitted to the Stadium Authority.

Compliance with §103D-310(c), HRS, for an entity doing business in the State. The lowest responsive Offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the Stadium Authority. A photocopy of the Certificate is acceptable to the Stadium Authority.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the Certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call 808-586-2727 (Monday through Friday, 7:45 a.m. to 4:30 p.m., HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Final Payment Requirements. Contractor is required to submit a tax clearance certificate of payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for payment on the contract. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Procurement of Goods, Services, and Construction – Chapter 103D, HRS, menu.

Hawaii Compliance Express. Alternately, instead of separately applying for these certificates at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of §103D-310(c), HRS, shall be accepted for contracting and final payment purposes. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the Stadium Authority as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

It has been determined that funds for this contract have been appropriated by a legislative body.

Therefore, Offeror, if awarded a contract in response to this solicitation, agrees to comply with §11-205.5, HRS, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body.

CONTRACT EXECUTION

The State shall forward a formal contract to the successful Offeror for execution. The contract shall be signed by the successful Offeror and returned within ten (10) days after receipt by the Offeror or as may be otherwise allowed by the Procurement Officer. **NO PERFORMANCE OR PAYMENT BONDS ARE REQUIRED FOR THIS CONTRACT.**

If the option(s) to extend for the twelve-month period is mutually agreed upon, Contractor shall be required to execute a supplement to the contract.

The Contractor or the State may terminate the extended contract period at any time upon three (3) months prior written notice.

NOTICE TO PROCEED

Work will commence on the official commencement date specified on the Notice to Proceed.

No work is to be undertaken by the Contractor prior to the official commencement date on the Notice to Proceed. The State is not liable for any work, contract, costs, expenses, loss of profits, or any damage whatsoever incurred by the Contractor prior to the work start date.

LIABILITY INSURANCE

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by an subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 in aggregate
Basic Motor Vehicle Insurance And Liability Policies	\$1,000,000 per accident

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Accounting and General Service, Stadium Authority, 99-500 Salt Lake Boulevard, Aiea, Hawaii 96701, P.O. Box 30666, Honolulu, Hawaii 96820-0666."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

WARRANTY

The Contractor shall submit a written warranty for replacement of any integral part of equipment listed herein, such as compressors, fan motors, etc., as guaranteed by the factory to the CA.

The warranty shall consist of the period covered from the date of installation, make, model number, serial number, and location of equipment (name of building, floor number, etc.) and shall be provided to the CA.

SUBCONTRACTORS

The Contractor shall not delegate any duties listed in this IFB to any subcontractor other than those listed on the appropriate Offer Form pages and approval is given by the SPO. The State reserves the right to approve all subcontractors and shall require the primary contractor to replace any subcontractors found to be unacceptable. The primary contractor will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract, and shall be responsible for all services whether or not the primary contractor performs them.

INSPECTION

All work done and all materials furnished shall be subject to inspection and approval by the Contract Administrator so as to ascertain that the services rendered are in accordance with requirements and intentions of the Specifications and Special Provisions. CA may require additional information as necessary to maintain a record of the service rendered, and is also allowed to request the Contractor to accompany CA on field inspections to be scheduled periodically.

The Contractor shall furnish the CA three (3) copies of a service check receipt for each unit serviced and a service checklist bearing the signature of the maintenance man/woman and the signature of the designated State Officer or employee certifying receipt of service. Services that cannot be certified by a representative of the State may not be compensated.

INVOICING

Contractor shall submit original and three copies of the invoice to the following address:

ALOHA STADIUM – FISCAL BRANCH
P. O. BOX 30666
HONOLULU, HI 96820-0666

Invoice shall reference both the contract number and the IFB number.

Payment shall be made to the Contractor at the monthly contracted price after certified and approved by the CA that the Contractor has satisfactorily performed the required services each month.

For extra work approved by the CA, a separate detailed invoice is required. Invoices shall contain a description of the work done, the amount, and the purchase order number authorizing the work.

A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

SERVICE AREAS

The Contractor shall perform the service at Aloha Stadium where the units are located.

The CA shall notify the Contractor of any subsequent change of unit locations listed on Attachment A, and furnish any other pertinent information necessary for the proper execution of the contract.

SERVICE REQUIREMENTS

The State reserves the right to add or delete air-conditioning units and associated equipment to this contract. When units are deleted from the contract, the State will not make adjustments to the contract price; however, the State reserves the right to replace deleted units on a one-for-one basis without an increase in contract price. Further, the State reserves the right to add up to five (5) additional units without an increase in contract price. Increase in contract price for additional units in excess of the aforementioned five units shall be negotiated between the Contractor and the State and shall become binding only upon issuance of an official Contract Modification by the State.

An equipment log will be kept by the CA and shall be used to record additions or deletions. Each entry shall be signed by a representative of the Contractor and the CA. The log will be used to determine the time of price adjustment.

PAYMENT

§103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by §103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees from services rendered and to be rendered to the State, upon request in writing by the CA.

LIQUIDATED DAMAGES

Refer to the General Conditions. Liquidated damages is fixed at the sum of TWENTY-FIVE DOLLARS (\$25.00) per each and every calendar day per location per violation the Contractor fails to perform in whole or in part any of his obligations specified herein. Liquidated damages, if assessed, may be deducted from any payments due or to become due to the Contractor.

RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses, or neglects to perform the services in accordance with the requirements of these Special Provisions, the Specifications, and General Conditions

herein, in addition, to any other recourse allowed by law, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

PROTEST

A protest shall be submitted in writing within five (5) working days after the posting of the award as listed below; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the Procurement Reporting System, which is available on the SPO website: <http://www.hawaii.gov/spo2/source/>.

Any protest pursuant to §103D-701, HRS, and §3-126-3, HAR, shall be submitted in writing to the Procurement Officer, Stadium Authority, P. O. Box 30666, Honolulu, Hawaii, 96820-0666.

EQUIPMENT LIST

QUANTITY	MANUFACTURER	MODEL NUMBER	LOCATION
CHILLERS			
2	Dunhambush Chiller	NC70AQ	Chiller room - South end/Blue/BB
2	Paco Pump	MAS01550	Chiller room - South end/Blue/BB
2	Dunhambush Condenser	HDC65LA2524401	Chiller room - South end/Blue/BB
AIR HANDLING UNITS			
1	Trane	MCCA012GAJOBACO S#K95D31322	Makai A Locker Rm AHU 6/Mech. Rm
1	Trane	MCCA012GAJOBA S#K95D31327	Makai A Locker Rm AHU 7/Mech. Rm
1	Trane	MCCA012GAJOBACO 39ED11	Makai B Locker Rm/AHU 5
1	Carrier packaged unit	S#2990T26580 39ED08	Mauka A AHU 1 (Mech Rm)
1	Carrier packaged unit	S#2990T26579 39ED08	Mauka A AHU 2 (Mech. Rm)
1	Carrier packaged unit	S#2590T26577	Mauka A AHU 3 (Mech. Rm)
1	Carrier packaged unit	39ED08 S#2990T265B1	Mauka A AHU 4 (Rm 2)
1	Carrier packaged unit	FB4ANA036	Football Press Box/Aisle Ceiling
Fan Coil Units			
1	Dunhambush	VCS08LF252402	Hospitality Rm/left closet
2	Carrier	40RS012630	Hospitality Rm/Ctr. Closet
2	Carrier	40RS012630	Hospitality Rm/Right Closet
1	Lanco	MAS01551 (FCU #9)	Makai A Locker Rm/Rm. #2/Pro Bowl
1	Lanco	MAS01552 (FCU #10)	Makai A Locker Rm/Rm #3/Head Coach Rm
1	Lanco	LH-03 (FCU #11)	Makai A Locker Rm/Rm #4
1	Lanco	LH-03 (FCU #12)	Makai A Locker Rm/Rm #5
1	IEC	HBA12KYYC316(FCU#3)	Makai Exercise Room
1	IEC	HB12KYYC3R6(FCU#5)	Makai Empty Room
1	IEC	HB12KYYC3R6(FCU#4)	Makai Shower Room
1	Carrier	42BHB08LC3L60609BAF(FCU#1)	Mauka Shower Room
1	IEC	MAS01553 (FCU #2)	Mauka Empty Rm
1	Lanco	MAS01554 (FCU #28)	Mauka A Locker Rm #5
1	Lanco	LH-03(FCU#29)	Mauka A Locker Rm #5
1	Generic	MAS01555 (FCU #23)	Mauka A Locker Rm/Cond.Rm next to AHU
1	Generic	MAS01556 (FCU #33)	Mauka A Locker Rm/Rm #3
1	Dunhambush	MAS01557(FCU #35)	Admin. Office/Stadium Manager
1	Dunhambush	MAS01558 (FCU #36)	Admin. Office/Reception Area
1	Dunhambush	MAS01559 (FCU #37)	Admin. Office/Conf. Rm
1	Dunhambush	MAS01560 (FCU #38)	Admin. Office/Conf. Rm

1	Dunhambush	MAS01561 (FCU #39)	Admin. Office/Back Center
1	Dunhambush	MAS01562 (FCU #40)	Admin. Office/Fisco
1	Dunhambush	MAS01563 (FCU #41)	Admin. Office/Event
1	Dunhambush	MAS01564 (FCU #42)	Admin. Office/Conf. Rm
1	Dunhambush	MAS01565 (FCU #43)	Admin. Office/Parking
1	Dunhambush	MAS01566 (FCU #44)	Admin. Office/Box Office/Back Center Rm
1	Dunhambush	18417CC1200(FCU#45)	Admin. Office/Security Office
1	Dunhambush	MAS01567 (FCU #46)	Admin. Office/Box Office/Front Left
1	Dunhambush	MAS01568 (FCU #47)	Admin. Office/Box Office/Front Center
1	Dunhambush	MAS01569 (FCU #48)	Admin. Office/Box Office/Front Right

Package Units

1	Greenheck	SWB-8-20	Lower South/Blue B/Above Popa John Concession
1	Carrier	50AH036500	Scoreboard/Jumbotron Rm/3rd & 4th Dr.
1	Carrier	50AH024321	Baseball Press Box/Sound Control Rm
1	Koldwave	2K19CM (water intake unit)	North Tunnel/Maint. Office/Crawl Space above Stall M-9
1	Trane	TCH030A1200AB	Blue/Sect/B on roof above Papa John concession

Supply and Exhaust Fans

1	Barry	S#35851 M#BEXF8	General Service/Break Rm/Blue DD
1	Carrier	S#39EH3626578	General Service/Break Rm/Blue DD
1	Romlair	Marked "SF-2"	General Service/Break Rm/Blue DD
1	Romlair	B24-1/2	General Service/locked door/Blue D
1	York	B24-1/2 M#AP305FSFC25X22 S#CDDM007739	General Service/locked door/Blue D
1	Dunhambush	Marked "SF#1" M#HF0061F2524403 S#2524403A94C	General Service/locked door/Blue D
1	Generic	MAS01570	Blue/Sect.PP (behind restroom)
1	Generic	ID#BEXF #14	Blue/Sect.GG (behind restroom)
1	Generic	MAS01571	Blue/Sect. LL (electrical rm by stairs)
1	Generic	MAS01572	Blue/Sect. KK (electrical rm by stairs)
1	Generic	MAS01573	Blue/Sect.G (behind restroom)
1	Generic	MAS01574	Blue/Sect.P (behind restroom)
1	Generic	MAS01575	Blue/Sect. L (electrical rm by stairs)
1	Generic	MAS01576	Blue/Sect. K (electrical rm by stairs)
1	Barry Blower	S#35858 ID# BEXF #12	Blue Sect. SS
1	Barry Blower	S#35856	Blue Sect. S (seat storage)

1	Generic	MAS01577	Yellow Sect. S (Above Restroom)
1	Generic	MAS01578	Yellow Sect. S (Above Electrical Rm)
1	Generic	MAS01579	Yellow Sect. SS (Above Restroom)
1	Generic	MAS01580	Yellow Sect. SS (Above Electrical Rm)
1	Generic	MAS01581	Yellow Sect. D (Above Restroom)
1	Generic	MAS01582	Yellow Sect. D (Above Electrical Rm)
1	Generic	MAS01583	Yellow Sect. DD (Above Restroom)
1	Generic	MAS01584	Yellow Sect. DD (Above Electrical Rm)
1	Generic	MAS01585	Yellow Sect PP (Above Restroom)
1	Generic	MAS01586	Yellow Sect. PP (Above Electrical Rm)
1	Generic	MAS01587	Yellow Sect GG (Above Restroom)
1	Generic	MAS01588	Yellow Sect. GG (Above Electrical Rm)
1	Generic	MAS01589	Yellow Sect P (Above Restroom)
1	Generic	MAS01590	Yellow Sect. P (Above Electrical Rm)
1	Generic	MAS01591	Yellow Sect G (Above Restroom)
1	Generic	MAS01592	Yellow Sect. G (Above Electrical Rm)
		2VE145TTFR5327AE	
1	Generic	(SEF# 1)	Bridge Storage/South-West/above entry
1	Generic	P56H0301P (SEF#3)	Bridge Storage/South-West/above entry
1	Generic	(SEF #8)	Bridge Storage/South-West/Above Dirt Moun
1	Generic	(SEF #4)	Bridge Storage/North-West above entry
1	Generic	(SEF #2)	Bridge Storage/South-East/above entry
1	Generic	(SEF #6)	Bridge Storage/South-East/above Dirt Moun
1	Generic	MAS01593	Football Press Box Restroom/Above restm
Window Unit			
1	Panasonic	CWXC124HU S#312KA02897	Scoreboard Rm/1st left Dr.
1	Frigidaire	24BFAC126P1A Decal # MA201027	Scoreboard Rm/far Right Dr.
1	Frigidaire	HQ2121MH DECAL #MAS01028	Scoreboard Rm/far Right Dr.
1	Quasar	HQ2121MH S#1447828017 Decal # MAS00683	Scoreboard Rm/far Right Dr.
1	Frigidaire	SE1K80976650 24BFAM156R1A	Lower South/Blue A/Info. Office
1	Carrier	127104	Lower South/Blue A/Back of Info. Office
1	Carrier	UCA051B	for 1st Aide Rm
			Football Press Box/Booth 3
1	Quasar	HQ2121MH	Deadwood/Larry Price's Rm
1	Quasar	HQ2121MH	Deadwood/Eng Plan Rm
1	Quasar	HQ2121MH	Deadwood/Scoreboard Video Rm
1	Carrier	UCB961B S#0596B00534	Gate/Satellite Booth 1-2

	1	Carrier	UCB061B S#73UCB006101B	Gate/Satellite Booth 3-4
	1	Carrier	UCB061B S# 0596B00522	Gate/Satelite Booth 5
	1	Kenmore	58075121501	Gate/Satelite Booth 6 (Centerplate)
	1	Frigidaire	FAC084N7A1	Gate/Satelite Booth 7
			S#IK54616640 M#FAA086P7A MAS00871	
	1	Frigidaire	M# HQ081QH S# 1467205437	Gate/Satelite Booth 8
	1	Quasar	M# HQ081QH S# 1467205790	North Tunnel/Graphic Rm
	1	Quasar	S# IK6493779 M#FAM186R2A	North Tunnel/Communication Rm
	1	Frigidaire	Decal #MAS00869 M#73XCE118301B	North Tunnel/Maint. lunch room
	1	Carrier	S#000304B01074 M#FAM186R2A S#1K64937831	North Nurse Station/Blue UU
	1	Frigidaire	MAS00871	General Service Lunch Rm/Blue V (above di
	1	Frigidaire	M#FAC126P1A IK81324495	General Service office (Assist)/Blue V
	1	Quasar	S#1442603432 M#HQ2142KH	Sec. Blue/B/ thru Electrical Rm to access Phone Rm
Split Unit				
	1	Carrier	40RR-028-000	Scoreboard Rm/2nd Dr.
	1	Carrier	38tkb036500	Football Press Box/Mech. Rm
	1	Carrier	MAS01594	Football Press Box/Booth 7
	1	Carrier	38Ak028600	Lower North/Blue U/Maint. Warehouse next to elevator

PART II DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT 10.911
STATE OF HAWAII

Minimum Qualification Specifications
for the Class:

AIR CONDITIONING MECHANIC II

Experience Requirements:

Two (2) years of work experience in the repair, overhaul and maintenance of air conditioning and refrigerating systems, as a fully competent Air Conditioning Mechanic.

Supervisory Aptitude:

Applicants must demonstrate evidence of supervisory aptitude. Supervisory aptitude is the demonstration of aptitude or potential for the performance of supervisory duties through successful completion of regular or special assignments which involve some supervisory responsibilities or aspects, by details to supervisory positions, by completion of supervisory skills in assignments, or by favorable appraisals of a supervisor indicating the possession of supervisory potential.

Quality of Experience:

Possession of the required number or years of experience will not in itself be accepted as proof of qualification for a position. The applicant's overall experience must have been of such scope and level of responsibility as to conclusively demonstrate that he/she has the ability to perform the duties of the position for which he/she is being considered.

Certification Required:

In accordance with Section 608 of the Environmental Protection Agency's (EPA) Clean Air Act, 1990, as amended, certification as a Type I, Type II, Type III, or Universal technician is required.

Selective Certification:

Specialized knowledge, skills and abilities may be required to perform the duties of some positions. In such positions, certification may be restricted to eligibles who possess the pertinent experience and/or training required to perform the duties of the position.

Agencies requesting selective certification must show the connection between the kind of training and/or experience on which they wish to base selective certification and the duties of the position to be filled.

PART II
AIR CONDITIONING MECHANIC II

Page 2

Tests:

Applicants may be required to qualify on an appropriate examination.

Physical and Medical Requirements:

Applicants must be physically able to perform, efficiently and effectively, the essential duties of the position which typically require the ability to read without strain printed material the size of typewritten characters, glasses permitted, and the ability to hear the conversational voice, with or without a hearing aid, or the ability to compensate satisfactorily and the ability to lift 50 lbs. Disabilities in these or other areas will not automatically result in disqualification. Those applicants who demonstrate that they are capable of performing the essential functions of the position will not be disqualified under this section.

Any condition which would cause applicants to be a hazard to themselves or others is cause for disqualification.

Any disqualification under this section will be made only after a review of all pertinent information including the results of the medical examination, and requires the approval of the Director.

Mental/Emotional Requirements:

All applicants must possess emotional and mental stability appropriate to the job duties and responsibilities and working conditions.

This is an amendment to the minimum qualification specification for the class AIR CONDITIONING MECHANIC II, approved on March 28, 1990.

DATE APPROVED: 4/4/97

JAMES H. TAKUSHI
Director of Human Resources Development

PLUMBERS AND FITTERS LOCAL 675
UNITED ASSOCIATION

QUALIFICATIONS FOR REFRIGERATION AIR CONDITIONING JOURNEYMAN

- APPLICANT TO PASS A PRE-QUALIFICATION TEST.
- HONOLULU JOINT APPRENTICESHIP TRAINING COMMITTEE (JATC) REGISTERS APPLICANT WITH THE STATE OF HAWAII, DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS (DLIR), THE STATE AGENCY EMPOWERED TO OVERSEE TRADE AND OCCUPATIONAL TRAINING PROGRAMS.
- THE HONOLULU JATC APPRENTICESHIP TRAINING PROGRAM AS APPROVED BY DLIR ENCOMPASSES 10,000 WORK HOURS OR FIVE (5) YEARS EXPERIENCE UNDER THE SUPERVISION OF A COMPETENT JOURNEYPEPERSON AND COVERS SPECIFIC WORK PROCESSES INFERENT WITH THE TRADE. IT IS SUPPLEMENTED BY 1,080 HOURS OF RELATED CLASSROOM STUDIES AND HANDS-ON INSTRUCTIONS.
- UPON COMPLETION OF RELATED CLASSROOM STUDIES, APPRENTICE IS REQUIRED TO PASS A FINAL EXAMINATION.
- UPON COMPLETION OF THE REQUIRED 10,000 WORK HOURS AND THE 10 SEMESTERS OF RELATED CLASSROOM STUDIES, THE HONOLULU JATC WILL SEND A LETTER TO THE STATE'S DLIR—WDD, AS WELL AS ALL PARTIES CONCERNED.
- THE STATE'S DLIR—WDD WILL ISSUE A STATUS OF AGREEMENT FOR COMPLETION TO ALL PARTIES CONCERNED. THE STATE'S DLIR—WDD WILL ISSUE A CERTIFICATE OF COMPLETION TO THE HONOLULU JATC TO BE FORWARDED TO THE APPRENTICE AFTER APPROPRIATE SIGNATURES ARE OBTAINED.
- THE APPRENTICE MAY THEN APPLY WITH LOCAL 675 FOR JOURNEYMAN STATUS.

LIST OF CLASSROOM COURSE-WORK AND HANDS-ON TRAINING REQUIREMENTS

FIRST YEAR:		<u>RELATED</u>	<u>HANDS-ON</u>
RC 1	SECTION A - JOB SAFETY	80.0 HRS	
	SECTION B - RELATED MATH		
	** MANIPULATIVE HANDS-ON TRAINING		28 HRS
RC 2	REFRIGERATION MANUAL - PART 1	80.0 HRS	
	+ FIRST AID/CPR CERTIFICATION		
	** MANIPULATIVE HANDS-ON TRAINING		28 HRS

SECOND YEAR:		<u>RELATED</u>	<u>HANDS-ON</u>
RC 3	REFRIGERATION MANUAL - PART 2	80.0 HRS	
	** MANIPULATIVE HANDS-ON TRAINING		28 HRS
RC 4	BASIC ELECTRICITY MANUAL	80.0 HRS	
	** MANIPULATIVE HANDS-ON TRAINING		28 HRS
THIRD YEAR:			
RC 5	PNEUMATIC CONTROLS MANUAL	80.0 HRS	
	** MANIPULATIVE HANDS-ON TRAINING		28 HRS
RC 6	ELECTRIC CONTROLS MANUAL & DIAGRAMS	80.0 HRS	
	** MANIPULATIVE HANDS-ON TRAINING		28 HRS
FOURTH YEAR:			
RC 7	PIPEDRAFTING/BLEUPRINT READING	80.0 HRS	
	** MANIPULATIVE HANDS-ON TRAINING		28 HRS
RC 8	REFRIGERANT CONTROLS MANUAL	80.0 HRS	
	+ FIRST AID/CPR CERTIFICATION		
	** MANIPULATIVE HANDS-ON TRAINING		28 HRS
FIFTH YEAR:			
RC 9	START, TEST, AND BALANCE	80.0 HRS	
	** MANIPULATIVE HANDS-ON TRAINING		28 HRS
RC 10	CARRIER OMT TRAINING	80 HRS	
	** MANIPULATIVE HANDS-ON TRAINING		28 HRS

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
 - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
 - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
 - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
 - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
 - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
 - h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
 - i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.
3. Personnel Requirements.
- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
 - b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.
4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.
6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.
- a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:
 - (1) The Assignee assumes all of the CONTRACTOR'S obligations;
 - (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
 - (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.
 - b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
 - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
- a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
 - (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.
- b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:
- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
 - (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.
- c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.
- d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

- a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

- d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
 - (A) Contract prices for goods or services accepted under the Contract;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
 - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

- a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:
- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
- (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or
- (C) Within such further time as may be allowed by the Agency procurement officer in writing.
- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;
- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and
- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.
- b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.
- c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
 - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
 - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
 - (A) Changes in the work within the scope of the Contract; and
 - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
 - d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
 - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
 - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
 - g. CPO approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 or ten per cent (10%) of the initial contract price, whichever increase is higher, must receive the prior approval of the CPO.
 - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
 - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
 - (2) Method of delivery; or
 - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
 - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the Contract or subsequently agreed upon;
 - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
 - (4) In such other manner as the parties may mutually agree; or
 - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
 - (1) Description of performance (Attachment 1);
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (3) Place of performance of services;

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
 - (5) Method of shipment or packing of supplies; or
 - (6) Place of delivery.
 - b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
 - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
 - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
 - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.
24. Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
 - b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.
25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.
26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:
- a. The cost or pricing data, and
 - b. A state contract, including subcontracts, other than a firm fixed-price contract.
29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.
- If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.
30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.
31. Records Retention.
- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
 - (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.
32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-205.5, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
 - (2) Driver's license number or Hawaii identification card number; or

- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
 - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
 - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
 - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.